## **\*OFFICIAL RULES**

Sponsored by LARQ, Inc. ("Sponsor").

NO ENTRY FEE. NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. Entry deadline is October 8,, 2023 at 11:59 pm PT. Giveaway begins on October 1, 2023 and ends on October 8, 2023.

1. Eligibility: National Coffee Day Giveaway (the "Giveaway") is open to legal residents of the United States (excluding Florida, Rhode Island, and Puerto Rico). Must be eighteen (18) or older as of the date of entry, who have an active email account as of the beginning of the Giveaway period. Employees of Sponsor and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsor through an outsourcer or temporary employment agency during the Giveaway period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Giveaway. Participation in the Giveaway constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules & Regulations ("Official Rules"). VOID WHERE PROHIBITED.

2. To Enter: You may enter the Giveaway by entering online, via www.livelarq.com/sweepstake on the LARQ Web Site between October 1, 2023 and October 8, 2023, at 11:59 pm PST. Fill out the entry form in its entirety, follow the directions for submitting your valid email address, verifying your age, consent to LARQ's Privacy Policy, Terms of Service, and clicking the submit button. No mail-in entries will be accepted or considered for winning the Giveaway. No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed, or the like, entry methods will void all such entries by such methods. Only one entry per person, per household and/or email address is permitted. Entrants submitting multiple entries or violating any of these Official Rules may be disqualified.
3. Prize Drawing: All Giveaway entries meeting the requirements of these Official Rules will be entered into the prize drawing, to be held on or around October 9, 2023 at the LARQ offices at 1900 S. Norfolk Dr. STE 350, San Mateo, CA 94403. The drawing will be conducted either by independent persons or a computer program that randomly chooses the winner from all eligible entries received and the random selection is final and binding. The winner will have 24 hours to accept the prizing via the email submitted at the time of entry. In the case that the winner does not accept within the allotted window, another drawing will be conducted and an alternate winner will be chosen at random. The same acceptance

window will be applied to the newly chosen winner. The winner will be selected at random from among all eligible entries received.

4. Prizes and Odds: The (1) Grand Prize to be awarded from the Giveaway are as follows: •LARQ Prize: (1) LARQ Pitcher PureVis<sup>™</sup> and (1) 3-pack LARQ Advanced Filters. Total approximate retail value ("ARV") of \$265.50. • Spinn Prize: (1) Spinn Pro + (1) Milk Frother + (1) Spinn Dark Roast Whole Coffee Beans \$1,117 ARV, • Lomi Prize: (1) Lomi Classic \$499 ARV . The odds of winning a prize depend on the total number of eligible entries received. Entrants must follow each participating brand on Instagram to be eligible to win. Additional entries can be accrued by tagging friends in the giveaway post. Each friend tagged is an additional entry. Entrants must submit a valid email to qualify to win. No cash or other substitution of prizes is permitted, except at the sole discretion of Sponsor for a prize of equal or greater value. Sponsor will not replace any lost. Stolen, or damaged prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes. Total value of all prizes to be awarded: up to \$1,881 USD.

5. Notification of Winners: One winner will be notified by email within five business days of the prize drawing, and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven days of notification. If a selected winner cannot be contacted within 24 hours, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. No automatically generated entries will be accepted.

6. General Rules: By entering the Giveaway, you agree to be bound by these Official Rules. The Giveaway is offered by Sponsor, LARQ, Inc., 1900 S. Norfolk Dr. STE 350, San Mateo, CA 94403, which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By entering the Giveaway, You further agree to release, indemnify, defend and hold Sponsor and its parent, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Giveaway, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Giveaway or acceptance or use of a prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Sponsor's control that may cause the Giveaway to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Giveaway; and (iii) any printing or typographical errors in any materials associated with the Giveaway. Winners agree to be bound by these Official Rules, and Sponsor's decisions in all respects relative to the Giveaway are final. In no event will Sponsor be liable to you for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the Giveaway, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not Sponsor HAVE been advised of the possibility of such loss or damage. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

7. Additional Conditions: Except where prohibited, by participating in the Giveaway and/or winning any prize, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to winner for advertising and promotional purposes, including without limitation, inclusion in Sponsor's newsletters, the Giveaway website at <u>www.livelarq.com/sweepstake</u> and Sponsor's homepages at www.livelarq.com and the participating brands' social media accounts, without additional compensation. All entries become the property of Sponsor and none will be acknowledged or returned. Allow 6-8 weeks for delivery of prizes. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Giveaway in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Giveaway is compromised, without liability to the entrant.

Sponsor reserves the right to disqualify any entrant or winner, as determined by the Sponsor, in its sole discretion. The Giveaway is subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Giveaway is void where prohibited or restricted by law. By participating in these Giveaway, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsor, which are final and binding on all matters pertaining to the Giveaway. These Official Rules are governed by the law of the State of California, excluding rules governing choice of laws. LAWSUITS: Any action, suit or case arising out of, or in connection with, this Giveaway or these Official Rules must be brought in either the federal or state courts located in California, United States. Personal Information: Sponsor may collect personal data about entrants online, in accordance with its privacy policy and as may be more specifically set forth in these Official Rules. Please review these Official Rules and Sponsor's privacy policy at https://www.livelarq.com/terms-and-privacy/. By participating in the Giveaway, entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read and accepted these Official Rules and Sponsor's privacy policy.

8. Winner's List, Official Rules: To obtain the name of the prize winner or a copy of these Official Rules, send your request and a stamped, self-addressed envelope to National Coffee Day Giveaway, LARQ, Inc., 1900 S. Norfolk Dr. STE 350, San Mateo, CA 94403 or (for Winner's list only) send an email message to hello@livelarq.com with "Refresh Your Space Giveaway - Winners List" as the email subject and Giveaway name specified in the body of the email.

9. Sponsor Address: LARQ, Inc. 1900 S. Norfolk Dr. STE 350, San Mateo, CA 94403.